

**STATE OF NEBRASKA
GAME AND PARKS COMMISSION**

RECREATIONAL TRAILS PROGRAM (RTP) PROJECT AGREEMENT

THIS AGREEMENT, made and entered into, by and between the City of Lincoln sponsor, hereinafter referred to as the "RECIPIENT," and the Nebraska Game and Parks Commission, a duly organized and acting agency of the State of Nebraska, hereinafter referred to as "NGPC" for the purpose of completing the Pioneers Park Trail, hereinafter referred to as the "PROJECT."

WITNESSETH:

WHEREAS, the RECIPIENT desires to acquire, construct, develop, or maintain a public recreation trail project, which project is more particularly described hereafter; and

WHEREAS, NGPC has the authority to enter into this Agreement and is required to secure from the RECIPIENT necessary assurance that said RECIPIENT has available sufficient funds to meet its share of the cost of the acquisition, construction, development, and maintenance of the trail and that said trail will be operated and maintained at the expense of the RECIPIENT for public outdoor recreation use; and

WHEREAS, no work shall begin on the PROJECT until a fully executed agreement is returned to the RECIPIENT and notification of approval has been received from NGPC.

NOW, THEREFORE, the Parties, in consideration of the mutual and reciprocal covenants contained herein, the sufficiency of which is hereby acknowledge, agree, and covenant with each other as follows:

1. The RECIPIENT agrees and warrants that it owns in fee simple, the property upon which the PROJECT, hereinafter described on page 4, is to be located; or the RECIPIENT possesses a legally binding document ensuring public access to the property, for the time period specified in Item 6. RECIPIENT agrees and warrants that the property was acquired in accord with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and procedures contained in 49CFR Part 24.
2. The RECIPIENT by this Agreement does hereby dedicate the PROJECT and the real estate upon which the PROJECT is located to the use and benefit of the public for purposes of outdoor recreation for the minimum period of time as specified in Item 6.
3. The RECIPIENT agrees and warrants that prior approval in writing will be obtained from NGPC with respect to alteration in part or total of the trail for the period of time specified in Item 6.
4. The RECIPIENT agrees and warrants that applicable Federal Laws with respect to barrier free access have been compiled within the design and function of this project.
5. The RECIPIENT agrees to cover at least twenty percent (20%) of the total cost of the acquisitions, construction, development, or maintenance of the PROJECT, said percentage determined by NGPC, depending on the amount of federal funds made available to NGPC,

paying in full all of the costs of said acquisition, construction, development, or maintenance of said PROJECT and be reimbursed not more than eighty percent (80%) of said total cost or up to \$401,944.00 by the Federal Highway Administration.

6. The RECIPIENT agrees and warrants that it shall maintain and operate said PROJECT for a duration of not less than 25 years following the completion date of the PROJECT.
7. The PARTIES agree the element(s) of cost budget of the PROJECT is/are shown on the attached Budget Summary.
8. The PARTIES agree that the PROJECT shall begin as **soon as possible** and shall be completed by August 18, 2016.
9. ARCHAEOLOGICAL CONCERNS. The PARTIES agree if any cultural materials are discovered during the course of this project, work in the area must halt immediately and the State Historic Preservation Office must be contacted. Work shall not resume until the materials have been evaluated and adequate measures for their protection or collection have been taken and recipient has received written notice to resume work.
10. The RECIPIENT agrees to construct, develop, maintain, and operate said PROJECT in conformity with laws of the United States and the State of Nebraska. All rules and regulations of the various federal departments and commissions which have or obtain jurisdiction over the PROJECT or its operation, all rules and regulations of the various State of Nebraska departments, agencies, and commissions which have or obtain jurisdiction over the PROJECT or its operation, and all appropriate city and county laws, rules, and regulations.
11. The RECIPIENT agrees to conform with Title VI of the Civil Rights Act of 1964; Architectural Barriers Act of 1968 (Public Law 90-480; Section 504); Rehabilitation Act of 1973 (Public Law 93-112); Americans with Disabilities Act of 1990 (Public Law 101-336); Age Discrimination Act of 1975, and the Disadvantaged Business Enterprise program 49CFR 26.
12. The RECIPIENT shall establish and maintain separate accounts for the PROJECT, either independently or within its existing accounting system, identifiable as the Project Account. All charges to the Project Account shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the rules and regulations of NGPC. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the PROJECT shall be clearly identified and readily accessible.
13. The RECIPIENT shall advise NGPC of the progress of the PROJECT at such times and in such manner as NGPC may require.
14. NGPC shall conduct program compliance and project inspections, which shall include, but not limited to items listed on the reimbursement form.
15. The RECIPIENT shall retain for a period of three years after the final closeout date, all programs and financial records of the PROJECT.

16. As set forth in paragraph 17, NGPC agrees to secure from the Federal Highway Administration funds as provided in the Recreational Trails Program Act and as are made available by the federal government, for said PROJECT and make payment to the order of the RECIPIENT at project completion and upon receipt of a completed request for reimbursement report from the RECIPIENT.
17. Payments to the RECIPIENT by NGPC shall be on the following conditions:
 - a. That said funds have been made available to NGPC for such payment by the Federal Highway Administration.
 - b. A Request for Reimbursement report with supporting documentation has been presented by the RECIPIENT to NGPC as evidence that the PROJECT is completed.
 - c. That Items for which reimbursement is sought must have actually been received and the work accomplished.
18. NGPC agrees to coordinate the activities of the RECIPIENT with the activities of the Federal Highway Administration and NGPC shall furnish to the RECIPIENT information relative to the PROJECT and its operation and maintenance reasonably pertinent and available to NGPC, and shall supply the RECIPIENT with advice and counsel relative to the PROJECT whenever requested to do so and whenever practical and feasible to do so.
19. The Parties mutually agree that this Agreement is to be binding upon and inure to the benefit of their respective successors and assigns.
20. NGPC does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by state law.
21. The RECIPIENT certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.
22. The RECIPIENT agrees to credit Federal Funding of the Recreational Trail Program administered by the NGPC with a sign adjacent to the PROJECT.
23. The RECIPIENT agrees to defend and hold harmless NGPC and the State of Nebraska from any and all claims, lawsuits, losses and liability arising out of the Recipient's failure to perform any of the recipient's duties or obligations hereunder or in connection with the negligent performance of the recipient's duties or obligations.
24. This agreement cannot be amended or modified except by written instrument executed by all of the parties hereto.

City of Lincoln
Political Subdivision

RTP 2015(003)
Project Number

Pioneers Park Trail, Phase III
Project Title

This project consists of a 100' of 8' concrete trail connecting to a 85' bridge over creek channel. The trail from that point remains as 8' concrete 550' long followed by 6,055' of 8' wide limestone trail all in Pioneers Park.

Project Scope (Description of the Project)

Project Cost Data

Total Project Cost: \$ 502,430

Federal Percent: 80 %

Federal Share: \$401,944

The following are hereby incorporated into this agreement:

1. General Provisions
2. Project Application and supporting documents.

By virtue of the authority contained in Neb. Rev. Stat. §§37-910 and 37-911 inclusive, the State of Nebraska, represented by the NGPC, does on this day hereby enter into an agreement with RECIPIENT City of Lincoln, as the project sponsor, for the purpose of executing and administering the provisions of Moving Ahead for Progress in the 21st Century (MAP-21) of 2012, P.L. 112-141, hereinafter referred to as the Act, as applicable to agreements of this nature.

In consideration of the covenants of the RECIPIENT as hereinafter set forth, including such project plans, specifications, and supporting documents as may be attached hereto and made a part of this agreement, the State hereby agrees herein, and when funds are available, to reimburse the RECIPIENT all appropriate federal funds received for eligible project expenditures.

The RECIPIENT agrees to execute this project as set forth herein and any subsequent amendments in a timely and businesslike manner for the purposes intended and in accordance with the terms, conditions and covenants of this Agreement.

SPECIAL PROVISIONS

The following special project terms and conditions were added to this Agreement before it was signed by the parties hereto:

Project and costs incurred must be consistent with grant application cost estimates. All permits must be in place prior to construction. NEPA compliance and approval must take place prior to bidding the construction of the project out. Any and/or all mitigation determined by the NEPA review must take place prior to construction, unless otherwise identified. Inspection will occur when RECIPIENT receives final bill from contractor. Final reimbursement request from RECIPIENT will occur no later than 30 days after inspection has occurred. *First project status report will be due on July 1, 2015 and can be emailed to NGPC. The second project status report will be due on October 1, 2015. The third project status report will be due on January 1, 2016, the fourth report will be due April 1, 2016 and the final report will be due September 1, 2016.*

In witness whereof, the parties hereto have executed this agreement as of the date entered below, and the covenants herein shall extend to and be binding upon the successors of the parties to this agreement.

RECIPIENT:

Date: _____

By: _____

Title: MAYOR - CITY OF LINCOLN

Address: 555 So 10 SUITE 301

LINCOLN, NE 68508

NEBRASKA GAME AND PARKS COMMISSION:

By: 
Recreational Trails Program Administrator

2/18/15
Date

Address: 2200 North 33rd Street
PO Box 30370
Lincoln, NE 68503-0370

